

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

CHANGE OF NAME

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Physicians Interactive Inc.	FORMERLY Perseus Acquisition, Inc.	09/30/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Physicians Interactive Inc.
Street Address:	2401 Commerce Drive
City:	Libertyville
State/Country:	ILLINOIS
Postal Code:	60048
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3249170	PHYSICIANS INTERACTIVE
Registration Number:	2651016	PI
Registration Number:	2616329	PI
Registration Number:	3279502	PI E-DETAILING
Registration Number:	2653127	PI PHYSICIANS INTERACTIVE
Registration Number:	3219145	PATIENTS INTERACTIVE

CORRESPONDENCE DATA

Fax Number: (703)720-7399

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7037207032

Email: amanda.newby@aporter.com

Correspondent Name: Amanda Newby

Address Line 1: Suite 900 1600 Tysons Boulevard

Address Line 4: Mclean, VIRGINIA 22102

900119538

TRADEMARK
REEL: 003879 FRAME: 0248

OP \$165.00 3249170

NAME OF SUBMITTER:	Peter da Silva Vint
Signature:	/PDV/
Date:	10/29/2008
<p>Total Attachments: 14</p> <p>source=~7696079#page1.tif</p> <p>source=~7696079#page2.tif</p> <p>source=~7696079#page3.tif</p> <p>source=~7696079#page4.tif</p> <p>source=~7696079#page5.tif</p> <p>source=Allscripts Trademark Assignment#page1.tif</p> <p>source=Allscripts Trademark Assignment#page2.tif</p> <p>source=Allscripts Trademark Assignment#page3.tif</p> <p>source=Allscripts Trademark Assignment#page4.tif</p> <p>source=Domain Name Registration#page1.tif</p> <p>source=Domain Name Registration#page2.tif</p> <p>source=Domain Name Registration#page3.tif</p> <p>source=Domain Name Registration#page4.tif</p> <p>source=Domain Name Registration#page5.tif</p>	



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

OCTOBER 23, 2008

6626-710-5

CSC NETWORKS
801 ADLAI STEVENSON DRIVE
SPRINGFIELD, IL 62703

RE PHYSICIANS INTERACTIVE INC.

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND THE AMENDED AUTHORITY FOR THE
ABOVE CORPORATION.

FEES IN THIS CONNECTION HAVE BEEN RECEIVED AND CREDITED.

THIS DOCUMENT MUST BE RECORDED IN THE OFFICE OF THE RECORDER OF THE
COUNTY IN WHICH THE REGISTERED OFFICE OF THE CORPORATION IS LOCATED.

SINCERELY YOURS,

A handwritten signature in cursive script that reads "Jesse White".

JESSE WHITE
SECRETARY OF STATE

DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
TELEPHONE (217) 782-6961

JW:CD

FORM BCA 13.40 (rev. Dec 2003)
APPLICATION FOR AMENDED
AUTHORITY TO TRANSACT
BUSINESS IN ILLINOIS
Business Corporation Act

FILED
OCT 23 2008
JESSE WHITE
SECRETARY OF STATE

Jesse White, Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-6961
<http://www.cyberdriveillinois.com>

Remit payment in the form of a
check or money order payable
to the Secretary of State.

File # 66267105 Filing Fee: \$25.00 Approved: [Signature]
Submit in duplicate Type or Print clearly in black ink Do not write above this line

1. (a) CORPORATE NAME: Perseus Acquisition, Inc.
(b) If changed, NEW CORPORATE NAME: Physicians Interactive Inc.
(c) (Complete only if the new corporate name is not available in this state.)
ASSUMED CORPORATE NAME: _____
(By electing this assumed name, the corporation hereby agrees NOT to use its corporate name in the
transaction of business in Illinois. Form BCA 4.15 is attached.)
2. (a) State or Country of Incorporation: DE (b) If changed, Period of Duration: _____
3. If changed, Purpose or Purposes proposed to be pursued in transacting business in this State:
(If not sufficient space to cover this point, use reverse side or add one or more sheets of this size.)

4. This application is accompanied by a copy of the articles of Amendment to the Articles of Incorporation, if any,
as evidence of any change of name, duration or purpose reported herein, such copy being duly authenticated by
the proper officer of the state or country wherein the corporation is incorporated, which certification is not more
than ninety (90) days old. The filing fee for the certified copy of the Articles of Amendment is \$50 unless the
amendment acts as a restatement of the Articles of Incorporation, in which case the filing fee is \$150. In the event
the statutory change was effected in a merger, a certified copy of the merger is required, plus applicable fee. The
fees outlined in this paragraph are in addition to the \$25 filing fee in the upper right hand corner of this form.

5. The undersigned corporation has caused this application to be signed by a duly authorized officer who affirms, under
penalties of perjury, that the facts stated herein are true. (All signatures must be in BLACK INK.)

Dated October 22nd 2008 Physicians Interactive Inc.
(Month/Day) (Year) (Exact Name of Corporation)
[Signature] 10-22-08
(Any Authorized Officer's Signature)
Marlene Galante, Senior Vice President
(Type or Print Name and Title)

C-196.11

66267105
FILED

OCT 23 2008

JESSE WHITE
SECRETARY OF STATE

PAGE 1

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "PERSEUS ACQUISITION, INC.", CHANGING ITS NAME FROM "PERSEUS ACQUISITION, INC." TO "PHYSICIANS INTERACTIVE INC.", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF SEPTEMBER, A.D. 2008, AT 6:33 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4568351 8100

081001438

You may verify this certificate online
at corp.delaware.gov/authver.shtml



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6887887

DATE: 10-01-08

TRADEMARK

REEL: 003879 FRAME: 0252

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:33 PM 09/30/2008
FILED 06:33 PM 09/30/2008
SRV 081001438 - 4568351 FILE

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF
PERSEUS ACQUISITION, INC.

This Certificate of Amendment to the Certificate of Formation of Perseus Acquisition, Inc. (the "Company") is being executed and filed in accordance with Section 8-242 of the Delaware General Corporation Law.

1. The name of the Company is Perseus Acquisition, Inc.
2. The Company was formed pursuant to a Certificate of Incorporation filed with the Office of the Secretary of State of the State of Delaware on August 12, 2008.
3. Section 1 of the Company's Certificate of Incorporation is hereby amended in its entirety to read as follows:

"Section 1. Name. The name of the corporation is Physicians Interactive Inc. (the "Company")."

4. Section 2 of the Company's Certificate of Incorporation is hereby amended in its entirety to read as follows:

"Section 2. Registered Office and Registered Agent. The address of the Company's registered office in the state of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801, New Castle County. The name of the Company's registered agent at such address is The Corporation Trust Company."

IN WITNESS WHEREOF, the undersigned certifies to the best of his knowledge and belief that the facts stated in this Certificate of Amendment to the Company's Certificate of Formation are true as of this 30th day of September, 2008.

By: /s/ Norman Selby
Name: Norman Selby
Title: Chairman and Chief Executive Officer

80813900

NOTICE OF TRANSFER
OF
RESERVED NAME


FILED

OCT 23 2008

JESSE WHITE
SECRETARY OF STATE

Date 10-23-08

Filing Fee \$25.00

Approved: 

The undersigned Amanda Newby hereby transfers
(Name of Original Applicant)
to Perseus Acquisition Inc. the right to use the
(Name of Transferee)
name Physicians Interactive Inc. for corporate purposes
in Illinois. This name was reserved on August 13, 2008
(Month & Day) (Year)

The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

Dated October 23, 2008
(Month & Day) (Year)

by 
(Signature of Original Applicant)

Amanda Newby

(Type or Print Name)

If a corporation, by a duly authorized officer

* As the original applicant, I declare that this document has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

C-156.7

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, dated as of [____], 2008 (this "**Assignment**"), is made by Allscripts, LLC, a Delaware limited liability company ("**Assignor**"), in favor of Perseus Acquisition, Inc., a Delaware corporation ("**Assignee**").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement (the "**Agreement**"), dated September 18, 2008, between Assignor and Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign to Assignee all U.S. and foreign trademarks, trade names, logos, common law trademarks and service marks owned by Assignor and primarily used in or primarily related to the PI Business (as such term is defined in the Agreement), whether registered or not, each of which is set forth on Schedule I hereto, including the goodwill associated therewith (collectively, the "**Marks**"), all U.S. and foreign trademark, trade name and service mark registrations and applications (including intent to use applications) for the Marks (the "**Registrations**"), and any and all rights to sue for claims and remedies against past, present and future infringements of any or all of the foregoing, and rights for priority and protection of interests therein under the laws of any jurisdiction (the "**Claims**");

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and pursuant to the terms of the Agreement, Assignor hereby agrees as follows:

1. Assignor hereby conveys, assigns, sells and transfers to Assignee its entire right, title and interest in and to the Marks, the Registrations and the Claims, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life of the Marks and the term of the Registrations, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment and sale not been made.

2. Assignor hereby represents, warrants and covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

3. Assignor represents, warrants and covenants that Assignor is the owner of the entire right, title and interest in and to the Marks and the holder of record title to the Registrations and Applications, that Assignor has full power to make this Assignment and that Assignor agrees to execute such further assignments and related documents with respect to the Marks, the Registrations and the Claims as Assignee shall reasonably request.

4. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Agreement nor shall this Assignment expand or enlarge any remedies under the Agreement including without limitation any limits on indemnification specified therein. This Assignment is

intended only to effect the transfer of certain property transferred pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement.

5. Assignor agrees to execute whatever documents are reasonably deemed necessary or desirable by Assignee, its successors, assigns or legal representatives to record transfer of ownership of Marks from Assignor to Assignee, all at the expense of Assignee or its successors, assigns or legal representatives.

6. This Assignment together with the Agreement constitute the final and entire agreement between the parties with respect to the subject matter. Subject to Section 4 hereof, this Assignment supersedes all previous and contemporaneous proposals, arrangements or understandings between the parties with respect to the subject matter, other than the Agreement. This Assignment may be modified or amended only by a written agreement executed by both parties. This Assignment shall be construed, enforced, and performed in accordance with the internal laws of the State of New York, without reference to its choice of law rules. Each of the parties consents to the jurisdiction of any state or federal court sitting in the County of New York, State of New York, or the County of Cook, State of Illinois and waives any argument that any such court does not have jurisdiction over such party or such dispute or that venue in any such forum is not appropriate or convenient.

7. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

8. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument.

[signature page follows]

SCHEDULE I

Registrations for Trademarks, Trade Names and Service Marks

<u>Trademark</u>	<u>Registration Number</u>
PHYSICIANS INTERACTIVE	3249170
PI	2651016
PI AND DESIGN	2616329
PI E-DETAILING	3279502
PI PHYSICIANS INTERACTIVE AND DESIGN	2653127
PATIENTS INTERACTIVE	3219145
PI CONVENTION	N/A
PI OPINIONLEADER	N/A
PI SURVEY	N/A

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its proper officers thereunto duly authorized as of the day and year first above written.

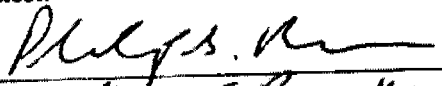
ALLSCRIPTS, LLC

By: 

Name: Lee Shapiro

Title: President

Attest:



Name: Philip S. Branstetter


Title: Associate Counsel

State of Illinois }

City/County of Cook }

On this 27th day of September, 2008, before me personally appeared Lee Shapiro, to me known to be the President of Allscripts, LLC, a Delaware limited liability company, on whose behalf he executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

My commission expires: 4/6/2011


Notary Public



[Signature Page to Trademark Assignment]

**ASSIGNMENT OF DOMAIN NAME
REGISTRATION AND RELATED RIGHTS**

THIS ASSIGNMENT OF DOMAIN NAME REGISTRATION AND RELATED RIGHTS, dated as of [], 2008 (this "Assignment"), is between Allscripts, LLC ("Licensee"), a Delaware limited liability company ("the Assignor") and Perseus Acquisition, Inc., a Delaware corporation ("the Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement (the "Agreement"), dated September 18, 2008, between Assignor and Assignee;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms of the Agreement, Assignor hereby agrees as follows:

1. Assignor hereby assigns and transfers to Assignee all worldwide right, title and interest Assignor holds in the registered domain names listed on Schedule A of this Assignment (the "Domain Names"). Without limiting the foregoing, Assignor hereby also assigns and transfers to Assignee any and all worldwide trademark rights or other rights which Assignor or its affiliates holds in the Domain Names, including all right, title, and interest in the goodwill associated with the trademark, and all rights in any trademark applications or registrations incorporating the Domain Names or any confusingly similar designations worldwide, and any causes of action for past infringements of the Domain Names. Assignor represents and warrants that Assignor owns all right, title and interest in the Domain Names free and clear of all liens and encumbrances. Assignor further hereby indemnifies Assignee with respect to legal claims of any kind arising from Assignor's ownership or use of the Domain Names, whether those claims are asserted before or after this Assignment or transfer of the domain name registration to Assignee.

2. In conjunction with the execution of this Assignment, Assignor agrees to take all actions necessary to transfer the registration of the Domain Names to Assignee promptly, including but not limited to completion and execution all necessary documents and electronic transactions. Assignor further agrees to cooperate with Assignee in executing any other documents and taking any other actions necessary to carry out this Assignment, including but not limited to completion and execution of any documents or electronic transactions necessary to effect the transfer any trademark or related rights. Assignee shall be responsible for the cost of effecting such transfers.

3. Assignor agrees not to adopt, use or register with any registry in any country any trademark or domain name which is confusingly similar to the Domain Names.

4. This Assignment will inure to the benefit of and be binding on the successors and assigns of the parties.

5. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supercede, modify, replace,

amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Agreement nor shall this Assignment expand or enlarge any remedies under the Agreement including without limitation any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement.

6. This Assignment together with the Agreement constitute the final and entire agreement between the parties with respect to the subject matter. Subject to Section 5 hereof, this Assignment supersedes all previous and contemporaneous proposals, arrangements or understandings between the parties with respect to the subject matter. This Assignment may be modified or amended only by a written agreement executed by both parties. This Assignment shall be construed, enforced, and performed in accordance with the internal laws of the State of New York, without reference to its choice of law rules. Each of the parties consents to the jurisdiction of any state or federal court sitting in the County of New York, State of New York, or the County of Cook, State of Illinois and waives any argument that any such court does not have jurisdiction over such party or such dispute or that venue in any such forum is not appropriate or convenient.

[Signature Page Follows]

SCHEDULE A

Domain Names

patiented.com
patientsinteractive.com
physicianinteractive.biz
physicianinteractive.info
physiciansinteractive.com
physiciansinteractive.us
physiciansinteractive.net
physinteractive.biz
physinteractive.com
physinteractive.info
pi-edetail.com
e-detailing.com
Allscriptsdirect.com
Medsmart.com
Merckoncall-email.com
Mymedicalgoods.com

ALLSCRIPTS, LLC

By: 

Name: Lee Shapiro

Title: President

PERSEUS ACQUISITION, INC.

By: _____

Name: Norman Selby

Title: Chairman

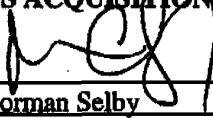
[Signature Page to Assignment of Domain Name Registration and Related Rights]

This Assignment may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument.

ALLSCRIPTS, LLC

By: _____
Name: _____
Title: _____

PERSEUS ACQUISITION, INC.

By:  _____
Name: Norman Selby
Title: Chairman

[Signature Page to Assignment of Domain Name Registration and Related Rights]